

indemnifying party hereunder be liable for loss of profit or consequential damages arising out of or resulting from any matter to which such person is entitled to indemnification hereunder.

8.5 Claims for Indemnification.

(a) General. The Parties intend that all indemnification claims be made as promptly as practicable by the party seeking indemnification (the "Indemnified Party"). Whenever any claim shall arise for indemnification hereunder the Indemnified Party shall promptly notify the party from whom indemnification is sought (the "Indemnifying Party") of the claim in writing and, when known, the facts constituting the basis for such claim. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party except to the extent the Indemnifying Party demonstrates that the defense of such action is prejudiced thereby.

(b) Claims by Third Parties. With respect to claims made by third parties, the Indemnifying Party shall be entitled to assume control of the defense of such action or claim with counsel reasonably satisfactory to the Indemnified Party, provided, however, that:

(i) the Indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim;

(ii) no Indemnifying Party shall consent to (x) the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnified Party of a release from all liability in respect of such claim, or (y) if, pursuant to or as a result of such consent or settlement, injunctive or other equitable relief would be imposed against the Indemnified Party or such judgment or settlement could materially interfere with the business, operations or assets of the Indemnified Party; and

(iii) if the Indemnifying Party does not assume control of the defense of such claim in accordance with the foregoing provisions within five (5) business days after receipt of proper notice of the claim, the Indemnified Party shall have the right to defend such claim in such manner as it may deem appropriate at the cost and expense of the Indemnifying Party, and the Indemnifying Party will promptly reimburse the Indemnified Party therefor in accordance with this Article 7; provided that the Indemnified Party shall not be entitled to consent to the entry of any judgment or enter into any settlement of such claim that does not include as an unconditional term thereof the giving by each claimant or plaintiff to each Indemnifying Party of a release from all liability in respect of such claim without the prior written consent of the Indemnifying Party if, pursuant to or as a result of such consent or settlement, injunctive or other equitable relief would be imposed against the Indemnifying Party or such judgment or settlement could materially interfere with the business, operations or assets of the Indemnifying Party.

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8.6 Exclusive Remedies. The Parties agree that, from and after the Closing, except as provided in Section 9.1, the sole and exclusive legal remedy of each party with respect to any and all claims relating to and arising out of misrepresentation or breach of any representation, warranty, covenant or agreement made by the other party to this Agreement, or otherwise in connection with the transactions contemplated by this Agreement, will be pursuant to the provisions of this Article 8.

ARTICLE 9

MISCELLANEOUS PROVISIONS.

9.1 Specific Performance. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties further agree that each party will be entitled to an injunction or restraining order to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other right or remedy to which such party may be entitled under this Agreement, at law or in equity.

9.2 Expenses. Except as otherwise provided in this Agreement, Purchaser and Seller shall each bear its respective costs, fees and expenses in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including without limitation fees, commissions and expenses payable to brokers, finders, investment bankers, consultants, exchange or transfer agents, attorneys, accountants and other professionals, whether or not the transactions contemplated herein are consummated.

9.3 Knowledge. As used in this Agreement or the instruments, certificates or other documents required hereunder, the term "knowledge" of an entity (or words to similar effect, such as "knowingly") means the actual knowledge and conscious awareness by any executive officer of such entity.

9.4 Amendment and Modification. Subject to applicable Law, this Agreement may be amended or modified by the Parties hereto at any time prior to the Closing with respect to any of the terms contained herein; provided, however, that all such amendments and modifications must be in writing duly executed by all of the Parties hereto.

9.5 Waiver of Compliance; Consents. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be expressly waived in writing by the party entitled hereby to such compliance, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No single or partial exercise of a right or remedy shall preclude any other or further exercise thereof or of any other right or remedy hereunder. Whenever this Agreement requires or permits the consent by or on behalf of a party, such consent shall be given in writing in the same manner as for waivers of compliance.

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9.6 No Third Party Beneficiaries. Nothing in this Agreement shall entitle any person or entity (other than a party hereto and its respective successors and assigns permitted hereby) to any claim, cause of action, remedy or right of any kind.

9.7 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given and effective: (a) on the date of delivery, if delivered personally; (b) on the date of the return receipt acknowledgement, if mailed, postage prepaid, by certified or registered mail, return receipt requested; or (c) on the first business day after such transmission is made and confirmation of receipt obtained, if sent by facsimile, telecopy, telegraph, telex or other similar telegraphic communications equipment:

If to Seller:

W2COM International LLC
3500 Park Center Drive
Dayton, Ohio 45414
Attn: Daniel Yelin
E-mail: dyelin@w2com.com
Facsimile: 942-8-9408118

If to Purchaser:

First Choice Technology, Inc.
601 North Orlando Avenue
Suite 211, Maitland, FL 32751
Attn: Scott Howsare
E-mail: showsare@firstchoicetele.com
Facsimile: _____

With a copy to:

Benjamin W. Bronston, Esq.
Nowalsky, Bronston & Gothard APLLC
3500 N. Causeway Blvd.
Suite 1442
Metairie, LA 70002
E-mail: bbronston@nbglaw.com
Facsimile: 504-831-0892

or to such other person or address as Purchaser or Seller shall furnish to the other Parties hereto in writing in accordance with this Section 9.7. yy

9.8 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (whether voluntarily, involuntarily, by operation of law or otherwise) by any of the Parties hereto without the prior written consent of the other Parties.

9.9 Governing Law; Jurisdiction. This Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the internal substantive laws of the State of Ohio (without regard to the laws of conflict that might otherwise apply) as to

all matters, including without limitation matters of validity, construction, effect, performance and remedies. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Ohio or the United States of America located in the State of Ohio for any action, suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby or relating to the other agreements referred to herein, and agrees not to commence any action, suit or proceeding relating thereto except in such courts.

9.10 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

9.11 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.12 Headings. The table of contents and the headings of the sections and subsections of this Agreement are inserted for convenience only and shall not constitute a part hereof.

9.13 Entire Agreement. The exhibits and other writings incorporated in this Agreement or any such exhibit or other writing are part of this Agreement, together they embody the entire agreement and understanding of the Parties hereto in respect of the transactions contemplated by this Agreement and together they are referred to as "this Agreement" or the "Agreement". There are no restrictions, promises, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to in this Agreement. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transaction or transactions contemplated by this Agreement, whether oral, written or otherwise, between Purchaser and Seller.

[Remainder of page intentionally left blank]


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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

First Choice Technology, Inc.

By: _____
Name: Scott Howsare, President

W2Com International, LLC

By: _____
Its: CFO 

ASSIGNMENT

This Assignment (the "Assignment") is dated November 30, 2005 between First Choice Technology, Inc., a Florida corporation with its principal offices located at 601 North Orlando Avenue, Suite 211, Maitland, FL 32751 ("FCT"), and Reduced Rate Long Distance, LLC, ("Assignee").

WHEREAS, Assignor is the Purchaser, named in and pursuant to, that certain Asset Purchase Agreement dated November 30, 2005, between Assignor and W2COM International LLC and all other documents and instruments executed therewith or contemplated therein, including but not limited to the Transition Services Agreement, the Management Agreement and the Indemnification Agreement (between Purchaser and Arel ^{com} Ltd and its affiliates) (collectively, the "Purchase Agreement"); and

WHEREAS, Assignor desires to assign the Purchase Agreement, and all of its interest as Purchaser under the Purchase Agreement, to Assignee, and Assignee desires to accept such assignment and assume all of Assignor's rights and obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the other promises and covenants contained herein, the parties hereby agree as follows:

1. Assignor hereby assigns the Purchase Agreement (as defined in the recitals above), and all of Assignor's right, title and interest therein and thereto, and privileges thereunder, to Assignee.
2. Assignee hereby accepts the assignment of the Purchase Agreement from Assignor.
3. Assignee hereby assumes all of Assignor's liabilities, duties and obligations under the Purchase Agreement from Assignor.
4. Assignee hereby agrees to defend, indemnify and hold harmless Assignor from and against any and all liabilities, duties and obligations arising from the Purchase Agreement.

[signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

FIRST CHOICE TECHNOLOGY, INC.

By: _____
Name: Scott Howsare, President

ASSIGNEE:

Reduced Rate Long Distance, LLC

By: Its sole member,
Dominion Business Group, Inc.

By: _____
Name: Robert Sorrentino, President

Consent

W2Com International, LLC and Arel com 1 software Ltd hereby consent to the above and foregoing Assignment.

W2Com International, LLC

By: _____
Name: _____
Title: _____

Arel com 1 software Ltd

By: _____
Name: Donny Relin
Title: CFO

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.


ASSIGNOR:

FIRST CHOICE TECHNOLOGY, INC.

By: _____
Name: Scott Howsare, President

ASSIGNEE:

Reduced Rate Long Distance, LLC

By:  _____
Name: Robert Sorrentino, President

Consent

W2Com International, LLC and Arel _____ hereby consent to the above and foregoing Assignment.

W2Com International, LLC

By: _____
Name: _____
Title: _____

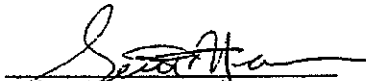
Arel _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.

ASSIGNOR:

FIRST CHOICE TECHNOLOGY, INC.

By: 
Name: Scott Howsare, President

ASSIGNEE:

Reduced Rate Long Distance, LLC

By: _____

Name: Robert Sorrentino, President

Consent

W2Com International, LLC and Arel _____ hereby consent to the above and foregoing Assignment.

W2Com International, LLC

By: _____
Name: _____
Title: _____

Arel _____

By: _____
Name: _____
Title: _____